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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/822,677	03/30/2001	Hideyuki Mizuta	JP920000011US1 054-01012	9216
David Aker 23 Southern Road Hartdale, NY 10530				
7590 06/09/2009				
EXAMINER MAGUIRE, LINDSAY M				
ART UNIT		PAPER NUMBER		
3692				
MAIL DATE		DELIVERY MODE		
06/09/2009		PAPER		

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary

Application No.

09/822,677

Applicant(s)

MIZUTA, HIDEYUKI

Examiner

LINDSAY M. MAGUIRE

Art Unit

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Period for Reply -- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 02 April 2009.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1, 4, 8, 10 and 13 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1, 4, 8, 10 and 13 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
- Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
- ☐ Certified copies of the priority documents have been received.
 - ☐ Certified copies of the priority documents have been received in Application No. _____.
 - ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- 1) ☐ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftperson's Patent Drawing Review (PTO-948)
- 3) ☐ Information Disclosure Statement(s) (PTO/SF/IC)
- Paper No(s)/Mail Date _____
- 4) ☐ Interview Summary (PTO-413)
- Paper No(s)/Mail Date _____
- 5) ☐ Notice of Informal Patent Application
- 6) ☐ Other: _____

DETAILED ACTION

This Final Office Action is in response to the amendments submitted on February 26, 2007 and January 25, 2008, the Request for Continued Examination filed September 8, 2008, and the amendments filed on April 2, 2009.

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

Claims 1, 10, and 13 are rejected under 35 U.S.C. 103(a) as being unpatentable over U.S. PGPub. No. 2003/0097331 (Cohen '331), in view of U.S. Pat. No. 5,426,281 (Abecassis '281), and in further view of U.S. PGPub 2001/0037290 (Lai '290).

Re Claim 1: Cohen '331 disclose an online transaction system for use via a network, of a vendor and a purchaser of goods, to pay for goods said purchaser requests, comprising: first apparatus for establishing, at a financial institution, a single, dedicated temporary account for use only for a single designated transaction with a single vendor for purchase of a single item, said account holding only a required amount of money for said transaction, for transfer only to said single vendor (paragraphs [0176-0181]), a second apparatus for generating an instruction to deposit money in said temporary account issued by said purchaser (paragraphs [0176-0181]).

Cohen '331 discloses the system substantially as claimed, with the exception of requiring a third apparatus for providing a lock for said temporary account to limit access by said vendor and a fourth apparatus for providing a verification by said vendor, via said network, which verifies the contents of said temporary account and locks said temporary account to limit access by said purchaser. Abecassis '281 discloses a Transaction Protection System that allows a purchaser to limit the access of a vendor to a monetary deposit in an account related to a particular transaction, via a non-related third party (Column 3, lines 3-16). Abecassis '281 further teaches an apparatus for providing verification by the vendor, via a network, of the contents of the account (Column 4, lines 2-5) and locks the account to limit access by the purchaser (Column 3, lines 14-16). Thus it would have been obvious to someone skilled in the ordinary art to modify the temporary account system of Cohen '331 by adopting the teaching of Abecassis '281 to allow the purchaser or the vendor to limit the access of the other to a deposit in an account associated with a particular transaction. This would be necessary to ensure that both the purchaser and vendor are protected in the event of fraud on the part of the other party. Cohen '331 further discloses wherein said account holds only a required amount of money for said single dedicated transaction (paragraphs [0176-0181]). Cohen '331 further discloses wherein said account can only be used to transfer a required amount of money for said single designated transaction to a fixed destination (paragraph [0176-0181]).

Cohen in view of Abecassis discloses all of the claimed system except for the explicit disclosure wherein the vendor, after locking the temporary account to limit access by the purchaser, then ships the goods. Lai '290 further teaches a system for secured web-based escrowed transactions whereby the release of shipping information, and thus the physical shipping of the goods, does not occur until the vendor verifies that the funds necessary for the transaction are deposited in the designated account (Column 6, lines 9-11). It would have been obvious for someone skilled in the ordinary art to modify the system of Cohen in view of Abecassis by further adopting the teaching of Lai '290 to allow the vendor to ship the goods after verifying the contents of the temporary account. The vendor would not ship the goods without being assured that the purchaser is capable and willing to pay for the transaction, or else said vendor would risk non payment from said purchaser.

Abecassis '281 further teaches that when the vendor has verified that the purchaser has unlocked the temporary account, the vendor moves the money deposited in the temporary account (Column 4, lines 5-6). In Abecassis '281 once the previously agreed upon conditions are met regarding shipping and delivery of the goods, the purchaser essentially releases his hold on the deposit which leaves the vendor free to move the money in the temporary account. It would have been obvious to someone skilled in the ordinary art to modify the system of Cohen '331 in view of Abecassis '281 , discussed above, by further adopting the teaching of Abecassis '281 to allow the vendor to move the contents of the temporary account once the purchaser unlocks it. If the

vendor were not permitted to move the contents of the temporary account, then the vendor would not be compensated for the goods.

Re Claim 10: Cohen '331 discloses a server, which is connected to a network and which serves an on-line bank for on-line shopping transactions (paragraph [0072]), comprising: a reception unit for receiving a request, from a terminal of a purchaser connected to said network, for the preparation of a single, dedicated temporary account used for an on-line shopping payment, and for receiving information concerning money that should be deposited in said temporary account (Figure 7; paragraphs [0176-0181]); a temporary account generator for generating said temporary account based on said request and on said money information that is received, said temporary account being for use only for a single predetermined transaction with a single vendor for purchase of a single item, said account holding only a required amount of money for said transaction, for transfer only to said single vendor (paragraphs [0176-0181]); a storage unit for storing information concerning said temporary account (Figure 7; paragraphs [0106, 0176-0181]).

Cohen '331 discloses the server substantially as claimed, as advanced above with the exception of requiring a key information reception unit for receiving, from said terminal of said purchaser, purchaser key information for the inhibition of the transfer of money in said temporary account by a party other than said purchaser, and for receiving, from a terminal of a vendor connected to said network, vendor key

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information for the inhibition of the transfer of money in said temporary account by a party other than said vendor; and a temporary account locking unit for employing said purchaser key information and said vendor key information to change information, stored in said storage unit, concerning the locked state of said temporary account.

Abecassis '281 discloses a transaction protection system wherein a purchaser deposits money into an account, whose contents are available to a vendor and said contents cannot be moved until pre arranged conditions are met (Column 4, lines 2-9). In this embodiment said account is essentially locked until said conditions are met, at which time, information is transmitted to the temporary account to change the locked state of the account. It would have been obvious to someone skilled in the ordinary art to modify the system of Cohen '331 to include the teachings of Abecassis '281 to ensure that the neither said purchaser or said vendor can move said money in said temporary account without the consent of the other party. This would prevent said vendor from moving said money without shipping said purchaser the agreed upon goods and in the same respect would prevent said purchaser from keeping said goods without paying said vendor. Cohen '331 further discloses wherein said account holds only a required amount of money for said single dedicated transaction (paragraphs [0176-0181]). Cohen '331 further discloses wherein said account can only be used to transfer a required amount of money for said single designated transaction to a fixed destination (paragraphs [0176-0181]).

Cohen '331 in view of Abecassis '281 disclose the server in supra, including a transmission unit for storing in said storage unit (Cohen '331: Figure 7, paragraphs [0106, 0176-0181]), in addition to said information concerning said temporary account, a change in said state of said temporary account for which a lock is applied by said temporary account locking unit, and for transmitting said information stored in said storage unit for said temporary account (Cohen '331: paragraphs [0067, 0144, 0176-0181]).

Cohen '331 in view of Abecassis '281 disclose the server in supra, including an account money transfer unit for moving said money held in said temporary account based on a change in said locked state obtained by said temporary account locking unit, and on a request received from said purchaser or said vendor (Cohen '331: Figure 7; paragraphs [0041, 0076, 0080-0082, 0176-0181]).

Re Claim 13: Cohen '331 discloses a server, which performs the functions of an on-line bank for a transaction entered into by a purchaser and a vendor connected via a network, comprising: a temporary account generator for generating a single temporary, dedicated account for use for a single predetermined transaction with a single vendor for purchase of a single item, said account holding only a required amount of money for said transaction, for transfer only to said single vendor (paragraphs [0176-0181]); a transmission unit for transmitting, via said network, the contents of said temporary

account to said purchaser and said vendor (Figure 7; paragraphs [0176-0181]); and a reception unit for receiving (Figure 7).

Cohen '331 discloses the server substantially as claimed, as advanced above, with the exception of requiring receiving from said purchaser via said network, an instruction directing the locking of said temporary account to inhibit access without permission by said vendor, and for receiving, from said vendor via said network, an instruction directing the locking of said temporary account to inhibit access without permission by said purchaser. Abecassis '281 discloses a Transaction Protection System that allows a purchaser to limit the access of a vendor to a monetary deposit in an account related to a particular transaction, via a non-related third party (Column 3, lines 3-16). Abecassis '281 further teaches an apparatus for providing verification by the vendor, via a network, of the contents of the account (Column 4, lines 2-5) and locks the account to limit access by the purchaser (Column 3, lines 14-16). Thus it would have been obvious to someone skilled in the ordinary art to modify the temporary account system of Cohen '331 by adopting the teaching of Abecassis '281 to allow the purchaser or the vendor to limit the access of the other to a deposit in an account associated with a particular transaction. This would be necessary to ensure that both the purchaser and vendor are protected in the event of fraud on the part of the other party. Cohen '331 further discloses wherein said account holds only a required amount of money for said single dedicated transaction (paragraphs [0176-0181]). Cohen '331 further discloses wherein said account can only be used to transfer a required amount

of money for said single designated transaction to a fixed destination (paragraph [0176-0181]).

Cohen '331 in view of Abecassis '281 disclose the server in supra, including that said transmission unit transmits, to said purchaser and to said vendor via a network, a result received by said reception unit, together with the contents of said temporary account (Cohen '331: paragraphs [0041, 0076, 0080-0082, 0176-0181]).

Cohen '331 in view of Abecassis '281 disclose the server in supra, including that when said temporary account has not been locked by said vendor, said reception unit accepts, from said purchaser, a request to move said money in said temporary account; and wherein, when said temporary account has not been locked by said purchaser, said reception unit accepts, from said vendor, a request to move said money in said temporary account (Cohen '331: Figure 7; paragraphs [0041, 0076, 0080-0082, 0176-0181]).

Claim 8 is rejected under 35 U.S.C. 103(a) as being unpatentable over Cohen in view of Chang in view of Abecassis.

Re Claim 8: Cohen '331 discloses an on-line shopping transaction method, which is employed by a vender and a purchaser via a network, comprising the steps of: preparing a single, dedicated temporary account, designated for use for a single

transaction with a single vendor for purchase of a single item, upon the receipt of an on-line instruction from said purchaser, said account holding only the required amount of money for said transaction, for transfer only to said single vendor (paragraphs [0176-0181]); receiving an on-line instruction from said purchaser to deposit money in said temporary account (paragraphs [0176-0181]); moving said money from said temporary account upon receipt of an on-line instruction from said vendor (paragraphs [0176-0181]); automatically erasing said temporary account after said money has been moved (paragraphs [0176-0181]; i.e. since the account is temporary once it's purpose has been served then it is no longer in use and therefore obviously it would be erased).

Cohen discloses the claimed method except for the explicit disclosures wherein said temporary account is locked online by said purchaser using a key and said temporary account is also locked by said vendor and wherein when said temporary account is locked by either party, the other party is not free to move the money in said temporary account. Chang teaches a method wherein a web browser is operated through the use of encryption keys for performing financial transactions within an account (Column 2, lines 22-28). Each key is unique to the individual and is used to authorize actions performed within the account (Column 2 lines 27-28). Abecassis teaches a method wherein a buyer and a seller have equitable electronic access to, and control of a payment associated with a transaction (Column 3, lines 14-16). It would have been obvious to someone skilled in the ordinary art to modify the method of Cohen in view of Chang and in view of Abecassis to allow the purchaser and the seller of a

transaction to separately lock onto the same account to prevent the other from moving the deposit contained within the account. In this manner, the purchaser is assured that his money is not released to the vendor before said purchaser receives said goods, and the vendor is assured that said purchaser cannot withdraw said money from said account once said vendor has shipped said goods.

Claim 4 is rejected under 35 U.S.C. 103(a) as being unpatentable over Chang in view of Abecassis in view of Cohen, and in further view of Lai.

Re Claim 4: Chang (US Patent No. 6,105,012) discloses a security system and method for a financial institution server and client web browser. In this embodiment, a web browser is provided, via a network, which has the ability to provide each user of the browser with public and private encryption keys (Column 2, lines 22-24). The private keys are used to digitally "sign" or authorize a transaction message when so requested (Column 2 lines 27-28). Using these keys it would be possible for a purchaser involved in a transaction, to request that a lock be placed on money held by the financial institution, which would limit access to said money by another party, namely the vendor associated with said transaction. A second private key could be provided to said vendor of said transaction to place a lock on said money held by said financial institution which would limit access to said money by another party, namely said purchaser.

Chang does not disclose a scenario whereby the vendor cannot move said money when said purchaser's key is employed and whereby said purchaser cannot move said money when said vendor's key is employed. Abecassis teaches a Transaction Protection System whereby a non-related third party offers a service that protects any deposit tendered by a buyer to a seller for the future delivery of goods (Column 3, lines 5-13). This system provides the buyer and seller with equitable control of the payment, or in other words the money cannot be removed from the financial institution until one of the parties relinquishes their control. It would have been obvious to someone skilled in the ordinary art to modify the security system of Chang in view of Abecassis to include the feature whereby the money cannot be moved by either party of a transaction when the other party still has a lock employed on said money. This would ensure that both parties are satisfied that all conditions of the transaction have been met before the money is moved to a different location.

Chang and Abecassis do not explicitly disclose a temporary account for use only for a single dedicated transaction. Cohen discloses an online transaction system for the use, via a network, of a vendor and a purchaser of goods wherein there is an apparatus for generating an instruction to deposit money in said temporary account for a specific transaction (paragraph [0176-0181]). It would have been obvious to anyone skilled in the ordinary art at the time of invention to include the temporary account of Cohen to the disclosure of Abecassis so that both a purchaser and a vendor have some assurance that the other will not default on the transaction. The temporary account, in a

way, acts as an escrow account so that neither party will receive any benefit without fulfilling their obligations to the transaction. Cohen further discloses wherein said account holds only a required amount of money for said single dedicated transaction (paragraphs [0176-0181]). Cohen further discloses wherein said account can only be used to transfer a required amount of money for said single designated transaction to a fixed destination (paragraphs [0176-0181]).

Chang in view of Abecassis discloses the claimed method, except for whereby said money held by said financial institution is deposited in a temporary account. Cohen teaches a method for effecting financial transactions whereby the common controller of the system generates a temporary account for storing a deposit (Column 3, lines 31-33). It would have been obvious for someone skilled in the ordinary art to modify the security system of Chang in view of Abecassis, further in view of Cohen to include a temporary account for storing a transaction deposit. This would be necessary so that the financial institution would not store a unique account for each individual transaction that a client makes.

Chang in view of Abecassis discloses the claimed method except for the explicit disclosure of a temporary account. Chang discloses a web browser (Column 1 lines 66-67 – Column 2 line 3) that could be used to transmit a setup screen for a temporary account to said purchaser, wherein said purchaser could transfer money for deposit in said temporary account at a financial institution. The purchaser could then issue a

request to said financial institution to use a private key to place a lock on said temporary account (Chang, Column 2, lines 27-28). Said financial institution could then transmit a setup screen for said temporary account to said vendor (Abecassis, Column 4, lines 2-6), and receives from said vendor a request to use a second private key to place a lock on said temporary account as needed (Chang, Column 2 lines 27-28). Cohen teaches a method for effecting financial transactions over a network wherein a temporary account is created for the transaction (Cohen paragraphs [0176-0181]). It would have been obvious to someone skilled in the ordinary art to modify the method of Chang in view of Abecassis to include the temporary account of Chang, so that each individual transaction can be tracked while operations are pending.

Chang in view of Abecassis discloses the claimed method *supra* except for the explicit disclosure wherein said vendor, after using said second key to place a lock on said money, ships goods to said purchaser; and wherein said purchaser uses said first key to remove said first lock on said money in order to pay said vendor. Lai teaches a method for secured web based escrowed transactions whereby the shipping data for a transaction is not released to the vendor until the purchaser has deposited the appropriate funds into a designated account associated with the transaction (Page 1, Paragraph 007). Lai also teaches that once the goods have been shipped that the purchaser releases his claim to said deposit in said account (Page 2, Column 1, lines 1-3). In this manner, the transaction is completed in a secure way and the purchaser is

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assured of receiving said goods and the vendor is assured of receiving said money from said account.

Response to Arguments

Applicant's arguments with respect to claims 1, 4, 8, 10, and 13 have been considered but are moot in view of the new ground(s) of rejection.

Conclusion

Examiner has pointed out particular references contained in the prior arts of record in the body of this action for the convenience of the applicant. Although the specified citations are representative of the teachings in the art and are applied to the specific limitations within the individual claim, other passages and figures may apply as well. It is respectfully requested from the applicant, in preparing the response, to consider fully the entire references as potentially teaching all or part of the claimed invention, as well as the context of the passage as taught by the prior arts of disclosed by the examiner.

Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to . whose telephone number is (571)272-6039. The examiner can normally be reached on M-F: 7-4.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Kambiz Abdi can be reached on (571) 272-670202. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

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Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

Lindsay M. Maguire
6/5/09
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Examiner, Art Unit 3692

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